

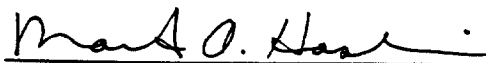
Judgment upon the award rendered by the arbitrators may be entered in any court with jurisdiction over the Facilities or the parties. The place of arbitration shall be the domiciled state of Grower. Any arbitration proceedings shall be administered by the neutral advisor in accordance with CPR rules as he/she deems appropriate, however, the following procedures shall in all events be followed: (1) mandatory exchange of all relevant documents within 45 days after initiation of arbitration, (2) no other discovery, (3) hearing before the neutral advisor which shall consist of a summary presentation by each side of not more than four hours, and (4) the final decision to be rendered within ten days following the conclusion of the hearings.

26. Change in Laws. Notwithstanding any other provision herein, in the event that any law is enacted or any rule is promulgated or any opinion is issued by the office of the Attorney General of the State of Nebraska or the State of Iowa which would have the effect of prohibiting MBA or Grower from carrying out the terms of this Agreement in the manner contemplated by MBA or Grower at the time of its execution, this Agreement shall be voidable by MBA or Grower.
27. Option to Purchase. During the term of this agreement, Grower grants MBA a right of last refusal on the Facilities. Grower shall give MBA a copy of any bona fide offer to purchase the Facilities which Grower intends to accept. MBA shall have 30 days after the receipt of such offer to purchase the Facilities on the same terms and conditions as are contained in the offer. If MBA elects to so purchase the Facilities, MBA will send to Grower a signed offer to buy which matches the terms set forth in the offer sent by Grower to MBA, and a closing of the purchase and sale will take place within 30 days thereafter. If MBA does not elect to purchase the Facilities within such 30 day period, Grower may, subject to the terms of this Agreement, proceed to sell the Facilities. If any material terms of the offer to be accepted by Grower for the Facilities changes, Grower will notify MBA of the changes and MBA will have the right to match the new offer.

IN WITNESS WHEREOF, this agreement has been executed as of the date and the year first above written.

MBA POULTRY, L.L.C.

GROWER


Mark A. Haskins, President

Date

Date

Social Security or Tax ID Number